



Mansfield Public Schools New Elementary School Project
Request for Proposal for Independent Third-Party Code Reviewer

RFP Issue Date: October 12, 2020

Proposals are Due no later than October 30, 2020 at 2:00 p.m.

I. Project Description and Scope

The Town of Mansfield is building a new Elementary School located at 134 Warrentville Rd, Mansfield CT, adjacent to the existing Southeast Elementary School which will be razed at the completion of the new school. The design of the new Elementary School will be a Net Zero building of roughly 78,000 gsf. The existing building is a single-story masonry building of approximately 38,400s.f. originally constructed in 1957 with additions and will continue to be occupied during the course of construction. The enrollment of the new school is projected to be approximately 600 students. The proposed grade configuration is Pre-K thru Fourth Grade. The architects for the project is TSKP Studios and Colliers Project Leaders is the Owner's Project Manager. The project will be bid as a GC project.

The levels and contours of the building will follow the existing sloped lot. The Main level of the building will house the main reception areas, Learning Commons overlooking the cafeteria area below, mechanical areas and three wings housing classrooms with breakout and toilet areas. The Lower level houses the Gymnasium, Cafeteria, Kitchen and Loading Dock Areas, as well as the Music Rooms and additional mechanical and storage spaces and the remaining upper grade classrooms with breakout areas and gang toilets. An elevator and various circulating staircases will provide egress to the varying levels as well as access to the exterior amenities consisting of outdoor eating, classroom, and recreation areas.

Design Development Documents can be reviewed by utilizing the following path to the Colliers Drop Box Site:

https://colliers-my.sharepoint.com/personal/scott_pellman_colliers_com/_layouts/15/guestaccess.aspx?folderid=09343a6e2d8164837860e2f17ef4dba79&authkey=ASZ2u3f9d1_19jWevdP_t0I&expiration=2021-01-07T05%3A00%3A00.000Z&e=gJKzJY

The Independent third-party code consultant shall perform a code compliance plan review (without the assistance, other than phone calls, of anyone involved in the preparation of the project documents), conforming to all of the latest OSCG&R requirements and forms. The reviewer shall prepare and date a Plan Review Record (PRR) of the citations and comments (on their letterhead or using the ICC and/or NFPA Plan Review forms), then convey those findings to the school district and design professionals for required revisions/corrections to project documents. Citations and comments shall be numbered and include the appropriate code section(s).

The design professionals shall revise/correct the project documents (highlight corrections made to drawings and project specifications in response to PRR) and prepare a written response (on their letterhead) specific to each item of the Plan Review Record describing the corrective action completed for each item. The design professionals shall attend with the Independent Reviewer a sign-off meeting, held via video conference or in person, to review the required revisions/corrections with the PRR author(s). The original set of drawing sheets and specifications reviewed must reflect the changes to the corrected documents.

The PRR author(s) shall review the revised/corrected project documents and, when satisfied with the corrective action, then sign-off on each individual item of the Plan Review Record. The PRR author(s) will be required to identify how the problem was resolved, by noting either Documents Revised, or State Modification Received. The third-party reviewer shall initial or provide a stamp on each revised drawing sheet, and each revised section of the project manual.

II. Anticipated Schedule

- Issuance of RFP October 12, 2020
- RFP due October 30, 2020
- Code reviewer Selection November 13, 2020
- 90% CD documents ready for review November 20, 2020
- Code review comments due December 17, 2020
- Reconciliation of comments and sign offs by December 28, 2020
- PCR date January 12, 2021

III. Qualifications

In your proposal, include the credentials of the staff that will be performing the review, a list of recent projects in which your firm has undertaken similar code reviews, along with your proposed fee. The fee shall be provided as a lump sum and shall exclude federal, state, and local taxes.

IV. Standard Contract Terms

The following provisions will be mandatory terms of the Town's Contract with the chosen Firm. If you are unwilling or unable to meet, or seek to clarify or modify, any of these Contract Terms, you must disclose that inability, unwillingness, clarification and/or modification in your proposal:

a. **DEFENSE, HOLD HARMLESS AND INDEMNIFICATION**

The chosen Firm agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the chosen Firm's malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The chosen Firm's obligations under this section shall not be limited in any way by any limitation on the amount or type of the chosen Firm's insurance.

The chosen Firm shall also be required to pay any and all attorney's fees incurred by the Town in enforcing any of the chosen Firm's obligations under this section. The chosen Firm's obligations under this section shall survive the termination or expiration of the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the chosen Firm.

b. **ADVERTISING**

The chosen Firm shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval.

If it chooses, the chosen Firm may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the chosen Firm to do so is not a statement about the quality of the chosen Firm's work or the Town's endorsement of the chosen Firm.

c. **W-9 FORM**

The chosen Firm must provide the Town with a completed W-9 form before Contract execution.

d. **PAYMENTS**

All payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications.

e. **MAINTENANCE AND AVAILABILITY OF RECORDS**

The chosen Firm shall maintain all records related to the work described in the RFP for a period of five (5) years after final payment under the Contract or until all pending Town, state and

federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state, and federal representatives during that time.

f. SUBCONTRACTING

The chosen Firm shall not subcontract, transfer, or assign all or any portion of its obligations under the Contract.

g. COMPLIANCE WITH LAWS

The chosen Firm shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the Contract.

h. NONDISCRIMINATION AND AFFIRMATIVE ACTION

In the performance of the Contract, the chosen Firm will not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the chosen Firm shows that such disability prevents performance of the work involved.

Any violation of these provisions shall be considered a material violation of the Contract and shall be grounds for the Town's cancellation, termination, or suspension, in whole or in part, of the Contract and may result in ineligibility for further Town contracts.

i. LICENSES AND PERMITS

The chosen Firm certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The chosen Firm shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license.

j. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

If the chosen Firm ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Contract effective immediately. In that event, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the chosen Firm, to make arrangements with another person or business entity to provide the services described in the Contract and to exercise any or all of its rights at Law, in equity, and/or under the Contract.

k. AMENDMENTS

The Contract may not be altered or amended except by the written agreement of both parties.

l. ENTIRE AGREEMENT

It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in the Contract or its attached exhibits.

m. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

n. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

o. NON-EMPLOYMENT RELATIONSHIP

The Town and the chosen Firm are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The chosen Firm understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The chosen Firm shall be solely responsible for any applicable taxes.

V. References

Each respondent shall provide a minimum of three references for projects similar in size and scope to this project. Reference listing shall include the name, title, valid telephone number and email address for each reference. Failure to provide a minimum of three references may result in rejection of the proposal.

VI. Submission of Proposals

On behalf of the Town of Mansfield respondents are required to submit **(one) hard copy of the sealed proposal and (one) electronic copy no later than October 30 at 2:00 p.m.** to:

Mr. Randy Walikonis, Chairperson
c/o Tasha N. Smith, Executive Assistant to the Town MGR.
Town of Mansfield
4 South Eagleville Road
Mansfield CT 06268

In addition, submit one electronic copy to:
Felicia Smith – Project Manager
Colliers Project leaders
Felicia.Smith@colliers.com

An authorized person representing the legal entity of the respondent must sign the response.

VII. Termination or Amendment

The Town reserves the rights to amend or terminate this RFP, to reject any or all respondents, to request additional information, to waive any informalities or non-material deficiencies in a response, and to take any and all other action that, in the Town's sole judgment, will be in its best interests. The Town reserves the right to ask any respondent to clarify its response or to submit additional information that the Town in its sole discretion deems desirable.

In addition, the Town may, before or after statement opening and in its sole discretion, clarify, modify, amend, or terminate this RFP if the Town determines it is in the Town's best interest. Any addenda will be sent directly to the respondents.

VIII. Questions and Amendments

Questions concerning the process and procedures applicable to this RFP or the other requirements of this RFP are to be submitted **by email by 2PM on October 19, 2020** and directed **only to:**

Felicia Smith
Owners Project Manager
Colliers International
135 New Road
Madison CT 06443
Felicia.Smith@colliers.com
203-233-0589

Respondents are prohibited from contacting any other Town employee, officer or official concerning this RFP. A respondent's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from respondents no later than 2:00 p.m. on Monday, October 19, 2020. That representative will confirm receipt of a respondent's questions by e-mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this RFP, containing all questions received as provided for above and decisions regarding same.

At least four (3) calendar days prior to response deadline, the Town will post any addenda on the State of Connecticut DAS website, town website, under bids and proposals. **Each respondent is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its response in accordance with the RFP as modified by the addenda.**

IX. Attachments

- A. Proposal Form
- B. Design Development Plans and Specifications— (available from drop box site provided in RFP)

Third Party Independent Code Review Proposal Form

Firm:

Address:

Telephone:

Fax:

Contact Person:

Date:

a) Fee for Third Party Code Review

_____, proposes to provide third party code review services as described in the Request for Proposal for Independent Third Party Code Review dated October 12, 2020, for the fixed lump sum fee of:

Fixed Fee for Third Party Review \$_____

(Written Amount)

Hourly Rate for Additional Services (if required): \$_____/hr

Signed: _____ Date: _____

(Person Authorized to Act on behalf of the Firm)